

NOTE: CHANGES MADE BY THE COURT

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

DOLORES SANNA and ANGELA
SANNA,

CASE NO. 2:15-cv-8578-BRO-JPR

Plaintiffs,

STIPULATED PROTECTIVE ORDER

VS.

R.W. SELBY & CO., INC., a California corporation; NEW TOWN CENTER APARTMENTS, LLC, a Delaware limited liability company, ,

[DISCOVERY MATTER]

Defendants.

1. A. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further

1 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
 2 Order does not entitle them to file confidential information under seal; Civil Local
 3 Rule 79-5 set forth the procedures that must be followed and the standards that will
 4 be applied when a party seeks permission from the court to file material under seal.
 5

6 **B. GOOD CAUSE STATEMENT**

7 Disclosure and discovery activity in this action are likely to involve
 8 production of materials containing confidential, proprietary, or private information,
 9 including confidential business and financial information, information regarding
 10 confidential business practices and information pertaining to third parties, for which
 11 special protection from public disclosure and from use for any purpose other than
 12 prosecution of this action is warranted. Such materials are generally unavailable to
 13 the public, or which may be privileged or otherwise protected from disclosure under
 14 state or federal statutes, court rules, case decisions, or common law. Accordingly, to
 15 expedite the flow of information, to facilitate the prompt resolution of disputes over
 16 confidentiality of discovery materials, to adequately protect information the parties
 17 are entitled to keep confidential, to ensure that the parties are permitted reasonable
 18 necessary uses of such material in preparation for and in the conduct of trial, to
 19 address their handling at the end of the litigation, and serve the ends of justice, a
 20 protective order for such information is justified in this matter. It is the intent of the
 21 parties that information will not be designated as confidential for tactical reasons
 22 and that nothing be so designated without a good faith belief that it has been
 23 maintained in a confidential, non-public manner, and there is good cause why it
 24 should not be part of the public record of this case.

25
 26 2. **DEFINITIONS**

27 2.1 Action: *Angela Sanna et al. v. R.W. Selby & Co., Inc., et al.*, Case No.
 28 2:15-cv-8578-BRO-JPR.

1 2.2 Challenging Party: a Party or Non-Party that challenges the designation
2 of information or items under this Order.

3 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
4 how it is generated, stored or maintained) or tangible things that qualify for
5 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
6 the Good Cause Statement.

7 2.4 Counsel (without qualifier): Outside Counsel of Record and House
8 Counsel (as well as their support staff).

9 2.5 Designating Party: a Party or Non-Party that designates information or
10 items that it produces in disclosures or in responses to discovery as
11 “CONFIDENTIAL.”

12 2.6 Disclosure or Discovery Material: all items or information, regardless
13 of the medium or manner in which it is generated, stored, or maintained (including,
14 among other things, testimony, transcripts, and tangible things), that are produced or
15 generated in disclosures or responses to discovery in this matter.

16 2.7 Expert: a person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as
18 an expert witness or as a consultant in this Action.

19 2.8 House Counsel: attorneys who are employees of a party to this Action.
20 House Counsel does not include Outside Counsel of Record or any other outside
21 counsel.

22 2.9 Non-Party: any natural person, partnership, corporation, association or
23 other legal entity not named as a Party to this action.

24 2.10 Outside Counsel of Record: attorneys who are not employees of a party
25 to this Action but are retained to represent or advise a party to this Action and have
26 appeared in this Action on behalf of that party or are affiliated with a law firm that
27 has appeared on behalf of that party, and includes support staff.

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1 2.11 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 2.13 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)
9 and their employees and subcontractors.

10 2.14 Protected Material: any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL.”

12 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
13 from a Producing Party.

14

15 3. SCOPE

16 The protections conferred by this Stipulation and Order cover not only
17 Protected Material (as defined above), but also (1) any information copied or
18 extracted from Protected Material; (2) all copies, excerpts, summaries, or
19 compilations of Protected Material; and (3) any testimony, conversations, or
20 presentations by Parties or their Counsel that might reveal Protected Material.

21 Any use of Protected Material at trial shall be governed by the orders of the
22 trial judge. This Order does not govern the use of Protected Material at trial.

23

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations
26 imposed by this Order shall remain in effect until a Designating Party agrees
27 otherwise in writing or a court order otherwise directs. Final disposition shall be
28 deemed to be the later of (1) dismissal of all claims and defenses in this action, with

1 or without prejudice; and (2) final judgment herein after the completion and
 2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
 3 including the time limits for filing any motions or applications for extension of time
 4 pursuant to applicable law

5

6 **5. DESIGNATING PROTECTED MATERIAL**

7 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

8 Each Party or Non-Party that designates information or items for protection under
 9 this Order must take care to limit any such designation to specific material that
 10 qualifies under the appropriate standards. To the extent it is practical to do so, the
 11 Designating Party must designate for protection only those parts of material,
 12 documents, items, or oral or written communications that qualify so that other
 13 portions of the material, documents, items or communications for which protection
 14 is not warranted are not swept unjustifiably within the ambit of this Order.

15 Mass, indiscriminate or routinized designations are prohibited. Designations
 16 that are shown to be clearly unjustified or that have been made for an improper
 17 purpose (e.g., to unnecessarily encumber or delay the case development process or
 18 to impose unnecessary expenses and burdens on other parties) may expose the
 19 Designating Party to sanctions.

20 If it comes to a Designating Party's attention that information or items that it
 21 designated for protection do not qualify for protection at all or do not qualify for the
 22 level of protection initially asserted, that Designating Party must promptly notify all
 23 other Parties that it is withdrawing the inapplicable or mistaken designation.

24 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
 25 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
 26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
 27 under this Order must be clearly so designated before the material is disclosed or
 28 produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic documents,
 3 but excluding transcripts of depositions or other pretrial or trial proceedings), that
 4 the Producing Party affix at a minimum, the legend “CONFIDENTIAL” to each
 5 page that contains protected material. If only a portion or portions of the material on
 6 a page qualifies for protection, the Producing Party also must clearly identify the
 7 protected portion(s) (e.g., by making appropriate markings in the margins).

8 A Party or Non-Party that makes original documents or materials available for
 9 inspection need not designate them for protection until after the inspecting Party has
 10 indicated which documents or material it would like copied and produced. During
 11 the inspection and before the designation, all of the material made available for
 12 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
 13 identified the documents it wants copied and produced, the Producing Party must
 14 determine which documents, or portions thereof, qualify for protection under this
 15 Order. Then, before producing the specified documents, the Producing Party must
 16 affix the “CONFIDENTIAL” legend to each page that contains Protected Material.
 17 If only a portion or portions of the material on a page qualifies for protection, the
 18 Producing Party also must clearly identify the protected portion(s) (e.g., by making
 19 appropriate markings in the margins).

20 (b) for testimony given in deposition or other discovery-related
 21 proceedings, that the Designating Party identify on the record, before the close of
 22 the deposition, hearing, or other proceeding, all protected testimony.

23 (c) for information produced in some form other than documentary and for
 24 any other tangible items, that the Producing Party affix in a prominent place on the
 25 exterior of the container or containers in which the information is stored the legend
 26 “CONFIDENTIAL.” If only a portion or portions of the information or item
 27 warrants protection, the Producing Party, to the extent practicable, shall identify the
 28 protected portion(s).

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 2 failure to designate qualified information or items does not, standing alone, waive
 3 the Designating Party's right to secure protection under this Order for such material.
 4 Upon timely correction of a designation, the Receiving Party must make reasonable
 5 efforts to assure that the material is treated in accordance with the provisions of this
 6 Order.

7

8 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 10 designation of confidentiality at any time that is consistent with the Court's
 11 Scheduling Order. Unless a prompt challenge to a Designating Party's
 12 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
 13 unnecessary economic burdens, or a significant disruption or delay of the litigation,
 14 a Party does not waive its right to challenge a confidentiality designation by electing
 15 not to mount a challenge promptly after the original designation is disclosed.

16 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
 17 resolution process by providing written notice of each designation it is challenging
 18 and describing the basis for each challenge. To avoid ambiguity as to whether a
 19 challenge has been made, the written notice must recite that the challenge to
 20 confidentiality is being made in accordance with this specific paragraph of the
 21 Protective Order as well as Local Rule 37. The parties shall attempt to resolve each
 22 challenge in good faith and must begin the process by conferring directly (in voice
 23 to voice dialogue; other forms of communication are not sufficient) within 10 days
 24 of the date of service of notice. In conferring, the Challenging Party must explain
 25 the basis for its belief that the confidentiality designation was not proper and must
 26 give the Designating Party an opportunity to review the designated material, to
 27 reconsider the circumstances, and, if no change in designation is offered, to explain
 28 the basis for the chosen designation. A Challenging Party may proceed to the next

1 stage of the challenge process only if it has engaged in this meet and confer process
 2 first or establishes that the Designating Party is unwilling to participate in the meet
 3 and confer process in a timely manner. In complying with this requirement, the
 4 parties must comply with Local Rules 37-1 and -1 in filing any discovery motion,
 5 including the joint stipulation requirement.

6 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
 7 court intervention, the Designating Party shall file and serve a motion to retain
 8 confidentiality under Civil Local Rule 37 (and in compliance with Civil Local Rule
 9 79-5, if applicable) in accordance with the guidelines set forth by Local Rule 37,
 10 including the requirement of a joint stipulation. Each such motion must be
 11 accompanied by a competent declaration affirming that the movant has complied
 12 with the meet and confer requirements imposed in the preceding paragraph. Failure
 13 by the Designating Party to make such a motion including the required declaration
 14 within 21 days of receiving notice from the challenging party shall automatically
 15 waive the confidentiality designation for each challenged designation.

16 In addition, the Challenging Party may file a motion, in accordance with Civil
 17 Local Rule 37, challenging a confidentiality designation at any time if there is good
 18 cause for doing so, including a challenge to the designation of a deposition transcript
 19 or any portions thereof. Any motion brought pursuant to this provision must be
 20 accompanied by a competent declaration affirming that the movant has complied
 21 with the meet and confer requirements imposed by the preceding paragraph and
 22 Rule 37.

23 The burden of persuasion in any such challenge proceeding shall be on the
 24 Designating Party. Frivolous challenges, and those made for an improper purpose
 25 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
 26 expose the Challenging Party to sanctions. Unless the Designating Party has waived
 27 the confidentiality designation by failing to file a motion to retain confidentiality as
 28 described above, all parties shall continue to afford the material in question the level

1 of protection to which it is entitled under the Producing Party's designation until the
 2 Court rules on the challenge.

3

4 7. ACCESS TO AND USE OF PROTECTED MATERIAL

5 7.1 Basic Principles. A Receiving Party may use Protected Material that is
 6 disclosed or produced by another Party or by a Non-Party in connection with this
 7 Action only for prosecuting, defending, or attempting to settle this Action. Such
 8 Protected Material may be disclosed only to the categories of persons and under the
 9 conditions described in this Order. When the Action has been terminated, a
 10 Receiving Party must comply with the provisions of section 13 below (FINAL
 11 DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a
 13 location and in a secure manner that ensures that access is limited to the persons
 14 authorized under this Order.

15 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 16 otherwise ordered by the court or permitted in writing by the Designating Party, a
 17 Receiving Party may disclose any information or item designated
 18 "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action, as well
 20 as employees of said Outside Counsel of Record to whom it is reasonably necessary
 21 to disclose the information for this Action and who have signed the
 22 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
 23 A;

24 (b) the officers, directors, and employees (including House Counsel) of the
 25 Receiving Party to whom disclosure is reasonably necessary for this Action and who
 26 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 (c) Experts (as defined in this Order) of the Receiving Party to whom
 28 disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
 2 (d) the court and its personnel;
 3 (e) court reporters and their staff, professional jury or trial consultants,
 4 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
 5 for this Action and who have signed the “Acknowledgment and Agreement to Be
 6 Bound” (Exhibit A);
 7 (f) during their depositions, witnesses, and attorneys for witnesses, in the
 8 Action to whom disclosure is reasonably necessary and who have signed the
 9 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
 10 agreed by the Designating Party or ordered by the court. Pages of transcribed
 11 deposition testimony or exhibits to depositions that reveal Protected Material must
 12 be separately bound by the court reporter and may not be disclosed to anyone except
 13 as permitted under this Stipulated Protective Order;
 14 (g) the author or recipient of a document containing the information or a
 15 custodian or other person who otherwise possessed or knew the information; and
 16 (i) any mediator or settlement officer, and their supporting personnel,
 17 mutually agreed upon by any of the parties engaged in settlement discussions or
 18 assigned by the court.

19

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
 21 IN OTHER LITIGATION

22 If a Party is served with a subpoena or a court order issued in other litigation
 23 that compels disclosure of any information or items designated in this Action as
 24 “CONFIDENTIAL,” that Party must:

- 25 (a) promptly notify in writing the Designating Party. Such notification
 26 shall include a copy of the subpoena or court order;
- 27 (b) promptly notify in writing the party who caused the subpoena or order
 28 to issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Protective Order. Such notification shall include
 2 a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be
 4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with
 6 the subpoena or court order shall not produce any information designated in this
 7 action as “CONFIDENTIAL” before a determination by the court from which the
 8 subpoena or order issued, unless the Party has obtained the Designating Party’s
 9 permission. The Designating Party shall bear the burden and expense of seeking
 10 protection in that court of its confidential material and nothing in these provisions
 11 should be construed as authorizing or encouraging a Receiving Party in this Action
 12 to disobey a lawful directive from another court.

13

14 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
 15 PRODUCED IN THIS LITIGATION

16 (a) The terms of this Order are applicable to information produced by a Non-
 17 Party in this Action and designated as “CONFIDENTIAL.” Such information
 18 produced by Non-Parties in connection with this litigation is protected by the
 19 remedies and relief provided by this Order. Nothing in these provisions should be
 20 construed as prohibiting a Non-Party from seeking additional protections.

21 (b) In the event that a Party is required, by a valid discovery request, to
 22 produce a Non-Party’s confidential information in its possession, and the Party is
 23 subject to an agreement with the Non-Party not to produce the Non-Party’s
 24 confidential information, then the Party shall:

25 (1) promptly notify in writing the Requesting Party and the Non-
 26 Party that some or all of the information requested is subject to a confidentiality
 27 agreement with a Non-Party;

28 (2) promptly provide the Non-Party with a copy of the Stipulated

1 Protective Order in this Action, the relevant discovery request(s), and a reasonably
 2 specific description of the information requested; and

3 (3) make the information requested available for inspection by the
 4 Non-Party, if requested.

5 (c) If the Non-Party fails to seek a protective order from this court within 14
 6 days of receiving the notice and accompanying information, the Receiving Party
 7 may produce the Non-Party's confidential information responsive to the discovery
 8 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
 9 not produce any information in its possession or control that is subject to the
 10 confidentiality agreement with the Non-Party before a determination by the court.

11 Absent a court order to the contrary, the Non-Party shall bear the burden and
 12 expense of seeking protection in this court of its Protected Material.

13

14 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

15 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
 16 Protected Material to any person or in any circumstance not authorized under this
 17 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
 18 writing the Designating Party of the unauthorized disclosure(s), (b) use its best
 19 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
 20 person or persons to whom unauthorized disclosures were made of all the terms of
 21 this Order, and (d) request such person or persons to execute the "Acknowledgment
 22 and Agreement to Be Bound" that is attached hereto as Exhibit A.

23

24 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
 25 **PROTECTED MATERIAL**

26 When a Producing Party gives notice to Receiving Parties that certain
 27 inadvertently produced material is subject to a claim of privilege or other protection,
 28 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
 2 procedure may be established in an e-discovery order that provides for production
 3 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
 4 (e), insofar as the parties reach an agreement on the effect of disclosure of a
 5 communication or information covered by the attorney-client privilege or work
 6 product protection, the parties may incorporate their agreement in the stipulated
 7 protective order submitted to the court.

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9 12. **MISCELLANEOUS**

10 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 11 person to seek its modification by the Court in the future.

12 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 13 Protective Order, no Party waives any right it otherwise would have to object to
 14 disclosing or producing any information or item on any ground not addressed in this
 15 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 16 ground to use in evidence of any of the material covered by this Protective Order.

17 12.3 Filing Protected Material. Without written permission from the
 18 Designating Party or a court order secured after appropriate notice to all interested
 19 persons, a Party may not file in the public record in this Action any Protected
 20 Material. A Party that seeks to file under seal any Protected Material must comply
 21 with Civil Local Rule 79-5. Protected Material may only be filed under seal
 22 pursuant to a court order authorizing the sealing of the specific Protected Material at
 23 issue. Pursuant to Local Rule 79-5, a sealing order will issue only upon a request
 24 establishing that the Protected Material at issue is privileged, protectable as a trade
 25 secret, or otherwise entitled to protection under the law. If a Receiving Party's
 26 request to file Protected Material under seal pursuant to Civil Local Rule 79-5(d) is
 27 denied by the court, then the Receiving Party may file the information in the public
 28 record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed by the court.

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3 13. **FINAL DISPOSITION**

4 Within 60 days after the final disposition of this action, as defined in
 5 paragraph 4, each Receiving Party must return all Protected Material to the
 6 Producing Party or destroy such material. As used in this subdivision, “all Protected
 7 Material” includes all copies, abstracts, compilations, summaries, and any other
 8 format reproducing or capturing any of the Protected Material. Whether the
 9 Protected Material is returned or destroyed, the Receiving Party must submit a
 10 written certification to the Producing Party (and, if not the same person or entity, to
 11 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
 12 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
 13 that the Receiving Party has not retained any copies, abstracts, compilations,
 14 summaries or any other format reproducing or capturing any of the Protected
 15 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
 16 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
 17 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
 18 work product, and consultant and expert work product, even if such materials
 19 contain Protected Material. Any such archival copies that contain or constitute
 20 Protected Material remain subject to this Protective Order as set forth in Section 4
 21 (DURATION).

22

23 14. **VIOLATION**

24 Any violation of this Order may be punished by appropriate measures
 25 including, without limitation, contempt proceedings and/or monetary sanctions.

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3 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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5 DATED: July 25, 2016 /s/ JoAnne E. Belisle

6 Frances M. Campbell
7 Nima Farahani
8 JoAnne E. Belisle
9 Attorneys for Plaintiffs ANGELA SANNA
10 and DOLORES SANNA

11 DATED: July 25, 2016 /s/ Melissa T. Daugherty

12 Melissa T. Daugherty
13 Kerri R. Lutfey
14 Attorneys for Defendants R.W. SELBY &
15 CO., INC. and NEW TOWN CENTER
16 APARTMENTS, LLC

17 PURSUANT TO STIPULATION, IT IS SO ORDERED.

18
19 DATED: July 27, 2016

jean rosenbluth

20 HON. JEAN P. ROSENBLUTH
21 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *Sanna et al. v. R.W. Selby & Co., Inc.*, *et al.*, Case No. 2:15-cv-8578-BRO-JPR

I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action.

18 I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and
20 telephone number] as my California agent for service of process in connection with
21 this action or any proceedings related to enforcement of this Stipulated Protective
22 Order.

23 ||

24 Date: _____
25 City and State where sworn and signed:

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